

# EXHIBIT A

# 22

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

SUPERIOR COURT  
CIVIL ACTION NO:

MICHAEL RODIO )  
Plaintiff )  
vs. )  
R.J. REYNOLDS TOBACCO COMPANY )  
Defendant )

***PLAINTIFF'S COMPLAINT AND DEMAND FOR JURY TRIAL***

**The parties**

1. The plaintiff is MICHAEL RODIO, a natural person residing at Wrentham, Norfolk County, Commonwealth of Massachusetts.
2. The defendant, R.J. REYNOLDS TOBACCO COMPANY, hereinafter referred to as R.J. REYNOLDS, is a foreign corporation doing business at 1500 West Park I e, Westborough, Worcester County, Commonwealth of Massachusetts.

**Factual Allegations**

**COUNT I**

3. The plaintiff, MICHAEL RODIO, worked as a sales representative for R.J. REYNOLDS for twenty-six (26) years namely from October 12, 1976 to October 28, 2002, when he was wrongfully terminated.
4. The plaintiff, MICHAEL RODIO, had worked for the twenty-six years on a full time basis and was paid about One Thousand (\$1,000.00) Dollars a week.

5. The employment of the plaintiff by the defendant, R.J. REYNOLDS, was on an at will basis.
6. The plaintiff was wrongfully terminated on October 28, 2002 without the expiration of a reasonable period following the notice of termination contrary to the laws of the Commonwealth of Massachusetts.

WHEREFORE, the plaintiff, MICHAEL RODIO, requests that the Court assess the plaintiff's damages and enter judgment for him in that amount.

#### COUNT II

7. The plaintiff realleges and reavers the allegations contained in paragraphs 1 through 6 and incorporates them herein by reference.
8. On October 28, 2002, the defendant, R.J. REYNOLDS, in violation of the covenant of good faith and fair dealing wrongfully discharged the plaintiff, MICHAEL RODIO from its employ after twenty-six (26) years of good and faithful service to the defendant tobacco company.
9. As a result of his wrongful discharge from the employ of the defendant tobacco company, the plaintiff lost raises and bonuses, lost auto benefits, lost insurance coverage, lost retirement benefits, lost profit sharing benefits, lost social security contributions, lost stock options, lost vacation time and many other benefits to which he would have been otherwise entitled had he not been wrongfully terminated.
10. The plaintiff, MICHAEL RODIO, has suffered humiliation, mental and emotional suffering, and distress, and has suffered diminution of future earning capacity, for all of which he claims damages from the defendant, R.J. REYNOLDS.

WHEREFORE, the plaintiff, MICHAEL RODIO, requests that the Court ascertain plaintiff's damages and enter judgment for him in that amount.

### COUNT III

11. The plaintiff realleges and reavers the allegations contained in paragraphs 1 through 10 and incorporates them herein by reference.
12. On October 28, 2002, MICHAEL RODIO, was wrongfully terminated from the employment of the defendant, R.J. REYNOLDS after twenty-six (26) years.
13. The plaintiff's wrongful termination was contrary to good public policy in that the defendant, R.J. REYNOLDS had prodded and urged him to pedal cigarettes below the minimum price legally set by the Commonwealth of Massachusetts.
14. The termination was contrary to public policy in that the plaintiff had been warned by the company regarding the inflation of its earnings and insider trading based on the inflated stock prices.

WHEREFORE, the plaintiff, MICHAEL RODIO, requests that the Court ascertain plaintiff's damages and enter judgment for him in that amount.

### COUNT IV

15. The plaintiff realleges and reavers the allegations contained in paragraphs 1 through 14 and incorporates them herein by reference.
16. By letter dated August 4, 2003, forwarded to the defendant under the provisions of Chapter 93A of the General Laws of the Commonwealth of Massachusetts, the plaintiff demanded relief from the defendant for the losses that he suffered as a result of

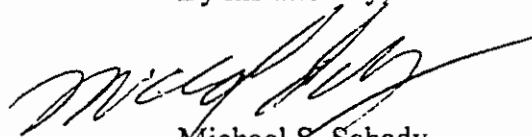
defendant's wrongful termination of him, a copy of which letter is annexed here and made a part hereof and marked as Exhibit 1.

17. By letter dated 8/12/03, counsel for the defendant, and on behalf of the defendant refused to grant or offer any relief to the plaintiff, a copy of defendant's counsel letter to plaintiff's counsel is annexed hereto and made a part hereof and is marked as Exhibit 2.
18. The defendant, R.J. REYNOLDS, knew or should have known that its actions in terminating the plaintiff constituted wrongful termination and relief under Chapter 93A of the General Laws should have been granted.
19. Defendant's refusal to fairly compensate the plaintiff for his damages is a willful violation of unfair business practices and is made in bad faith.

WHEREFORE, the plaintiff requests that the Court determine the fair and adequate compensation due the plaintiff and award him three times that amount as per the provisions of Chapter 93A of the General Laws of the Commonwealth of Massachusetts, together with his costs and attorney's fees.

THE PLAINTIFF CLAIMS A TRIAL BY JURY ON ALL COUNTS.

By his attorney,



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Dated: November 19, 2003